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Union: **Town of Cicero Highway Department Unit, CSEA, AFSCME, AFL-CIO**

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Cicero, Town Of And Csea Local 834
(Highway Department Unit)

CONTRACT

BY AND BETWEEN

THE TOWN OF CICERO

AND THE

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
OF LOCAL 1000 AFSCME/AFL-CIO
TOWN OF CICERO HIGHWAY UNIT OF ONONDAGA COUNTY LOCAL 834

JANUARY 1, 1998 - DECEMBER 31, 2002

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

AUG 09 1999

EXECUTIVE DIRECTOR

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SIDE LETTER OF AGREEMENT

ARTICLE 1 - RECOGNITION

The Town, upon application by a majority of employees of the Town of Cicero Highway Department and in compliance with Article 14 of the Civil Service Law, hereby recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO, as the executive bargaining unit for the maximum time permitted by law, for the purpose of collective negotiations and the administration of grievances arising thereunder.

ARTICLE 2 - BARGAINING UNIT

It is mutually agreed that for the purpose of this agreement the terms "employee" and "employees" shall include all titles in the Town of Cicero Highway Department excluding seasonal employees, temporary employees, and, unclassified Civil Service position employees, the Highway Superintendent, the Assistant Highway Superintendent, and the Highway Department Clerk.

ARTICLE 3 - DUES DEDUCTION

SECTION 1: The Town shall deduct bi-weekly from the wages of each employee who is a member of the Association, and remit to the Civil Service Employees Associations, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and any Association sponsored health and accident insurance premiums and/or life insurance premiums for those employees desiring and authorizing such deductions. The Association agrees that it will not hold the Town liable for the normal administration of the check-off and shall indemnify and save harmless the Town from any and all claims arising out of the Town's making Association deductions pursuant to authorization cards.

SECTION 2: Membership in the Association shall be voluntary and the Town and Association agree that there shall be no discrimination, interference, restraint or coercion by the Town, The Association or any of its agents against any employee because of his membership or lack of membership in the Association; or because of any lawful activities on behalf of the Town of Association and his fellow members, which activities do not seriously conflict with or curtail the employee's work duties.

SECTION 3: The Association shall have the sole right to represent employees in the defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act and under any other applicable law, rule, regulation or statute under the terms and conditions of this agreement, to designate its representatives and to appear on their behalf to effect such representation; to direct, manage and govern its own affairs and to determine those matters which the membership wishes to negotiate, and to pursue those objectives free from any unlawful interference, restraint, coercion, or

discriminations by the Town. The Town and the Association shall have the right to pursue any matter or any issue in accordance with the Grievance and Arbitration Procedure of this agreement, and to pursue any matter or any issue to any court of competent jurisdiction, whichever is applicable, and, acting through its membership and officers, be the sole judge thereof, unless it is specifically and expressly abridged, delegated or modified by this agreement.

SECTION 4: The above rights of the Town and Association indicate the type of matters or rights which are inherent to or belong to the bargaining agent of either.

SECTION 5: If any employee who is a member of the Association is charged with disciplinary proceedings, the Field Representative of the Association may be contacted and the facts and circumstances involved will be reviewed with him.

SECTION 6: the Association shall have the right to post notices and other communications on one bulletin board maintained in the Highway Department Building provided, however, that their content is not derogatory or controversial. The Town agrees that the facilities of the Town shall be available for Association meetings when such does not interfere with any scheduled events or involve any cost to the Town. It is agreed that any employee scheduled to work at the time of the meeting shall not be allowed to leave his work location to attend the meeting.

SECTION 7: The Association shall have the right to designate a representative of the Association's accident and health insurance program and the Association's life insurance for the purpose of visiting the employees covered under this agreement, on the job, for the purpose of interesting them in this protection and/or adjusting any claims, provided, however, that the Highway Superintendent is notified and full assurance is given him that no inordinate interruption in the work of the employee will be involved. In the event that there arises a dispute as to whether there is an inordinate interruption of work, the Highway Superintendent's resolution thereof shall be decisive.

SECTION 8: For the purpose of administering, and adjusting or interpreting the terms and conditions of this agreement, the Field Representative of the Association shall have the same rights to visit the employees on the job as stated in Section 7 of this Article.

SECTION 9: The Town agrees that it will pay and that it will allow an aggregate total of twelve (12) days off per year with pay at an employee's straight time hourly rate to attend the annual meeting of the Association and any of its special delegates' meetings. For purposes of this Section, the Association agrees to correspond with the Highway Superintendent thirty (30) days in advance whenever practicable, and inform him of the exercise of these rights. It is agreed that the Association will forward the name of the person involved and the dates that the employee will require the time off, subject, however, to the Association proving to the Town that the employee attended such meeting.

SECTION 10: The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the Bargaining

Unit represented by this Agreement, shall have deductions made from the wage or salary of employees of said Bargaining Unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The employee shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to the Civil Service Employees Association, Inc., Capitol Station, P.O. Box 7125, Albany, New York 12224.

ARTICLE 4 - STRIKES

Pursuant to the Public Employee's Fair Employment Act, as amended to date and from time to time hereafter, the Association hereby affirms that it does not assert the right to strike against the Town, to assist or participate in any such strike, or to impose an obligation upon its membership to conduct, assist or participate in any such strike, or to cause, instigate, encourage or condone a strike.

ARTICLE 5 - WORK RULES

Work rules will be periodically promulgated by the Highway Superintendent and posted on the Highway Department bulletin board, which shall not conflict with this agreement or any law applicable to this agreement.

ARTICLE 6 - WORK HOURS

SECTION 1: Regular Hours: The regular hours of work each day shall consist of eight (8) consecutive work hours, including a fifteen (15) minute AM coffee break and a twenty (20) minute paid lunch.

SECTION 2: Work Week: The work week shall consist of forty (40) hours of work accumulated from Monday 12:01 am through the following Friday at midnight.

SECTION 3: Work Day: Employees shall report to work and shall work each number of regular hours per day of each work week as shall be designated by the Highway Superintendent.

SECTION 4: Work Shift: In the absence of a specific designated hour when the employee shall report to work, he shall report to work at 7:00 am of each day, Monday through Friday.

SECTION 5: Alternative Work Week: The Highway Superintendent, may at his discretion, implement a 10 hour, 4 day work week during the months of June, July, August, September and October, according to the operating needs of the Department. When a holiday falls within the work week, the employees shall work a normal eight hour, five day work week. Shifts will be set by the Highway Superintendent, according to seniority so that each work day is covered. Use of a full day accruals (i.e., vacation, sick,

personal), will be charged on an eight hour or ten hour working day, whichever is applicable.

SECTION 6: Shift selection shall be by seniority.

ARTICLE 7 - HOLIDAYS

SECTION 1: The following shall be considered paid holidays for the purposes of computing pay and other benefits under this Agreement:

New Year's Day	Election Day
Memorial Day	Veterans Day
Independence Day (July 4th)	Thanksgiving Day
Labor Day	Day after Thanksgiving
Columbus Day	Christmas Day

SECTION 2: There shall also be additional "three (3) floating holidays" (commencing 1996) selected by each employee subject to a request being submitted to the Highway Superintendent at least three (3) days in advance, except in emergency situations that occur beyond the control of the employee. The Highway Superintendent shall have sole discretion as to the number of requests granted for any given day and priority will be given in the order requests are received.

SECTION 3: When an employee works a holiday as enumerated in Section 1 and Section 2, he shall receive time plus one-half, plus the holiday pay.

ARTICLE 8 - CLOTHING ALLOWANCE

Each employee shall; receive an annual clothing allowance of \$300.00 (commencing 1996). Employees will provide their own boots, gloves and rain gear. The employer will continue to provide safety equipment. An employee will submit receipts for work clothing to the Comptroller's Office quarterly. Payment will be by the Town in the abstract immediately following the employee's submission of receipts.

ARTICLE 9 - EARLY CALL

SECTION 1: If, between the hours of midnight and 5:00 a.m. of any day, an employee receives a call from Highway Superintendent or an authorized call made at his direction to report to work prior to such employee's scheduled shift, and such call is received more than (1) hour prior to the time he is directed to report to work, such employee shall receive pay at his regular straight-time rate from the time when such call was made.

SECTION 2: When recalled to work, an employee shall not be required to

report earlier than one-half (1/2) hour from the time in which the call received.

ARTICLE 10 - OVERTIME

SECTION 1: Overtime Pay: Employees shall receive one and one-half (1 1/2) times their regular hourly rate of pay for all work in excess of eight (8) hours in one day and for all hours worked in excess of forty (40) hours in one week.

SECTION 2: Paid holidays and sick days, as listed in Article 8 and Article 15, Section 2, shall be counted as time worked in computation of overtime pay.

SECTION 3: Overtime shall be distributed equally among the employees who are qualified and who normally perform the work for which overtime is needed. There shall be one list for seniority to accomplish the equalization of overtime. An employee who refuses a request for overtime shall, for purposes of rotation, be treated as having worked (without pay), said overtime, i.e., and his/her name shall be placed at the bottom of the list and not offered overtime until all other eligible employees have had an opportunity to work overtime.

ARTICLE 11 - CALL-IN PAY

Any employee called into work shall be guaranteed a minimum of three hours pay for each call-in. This minimum guarantee of three hours does not apply when call-in hours actually extend into the normal scheduled work day.

ARTICLE 12 - RETIREMENT

SECTION 1: Any eligible employee shall become a member of the New York State Employees Retirement System. The Town of Cicero agrees to provide the plan known as 75-I for eligible Tier I and Tier II members. All other employees for membership in the retirement system shall be provided with the appropriate plan as provided for by law.

SECTION 2: It is agreed that any details or specific questions regarding membership or benefits in the New York State Retirement System shall be directed to: The New York state Retirement System, 90 South Swan Street, Albany, New York.

ARTICLE 13 - HEALTH INSURANCE

SECTION 1: The Town of Cicero agrees to offer health insurance coverage to employees.

SECTION 2: Employees covered by this Agreement shall contribute the

following percentages towards to the costs of health insurance for themselves and their dependents:

Year 1998 - 8% of the premium
Year 1999 - 9% of the premium
Year 2000 - 10% of the premium
Year 2001 - 11% of the premium
Year 2002 - 12% of the premium

The Town shall pay the remainder of the Health Insurance costs. Employee co-pay, per office visit is \$15.00.

SECTION 3: The Town of Cicero agrees it shall carry dental insurance with the present health insurance carrier and a vision care program based upon a self-insured plan provided for by the Town of Cicero with benefits equal to the vision care program offered by "PHP" in effect on January 1, 1992. Both the dental and vision care plans shall be for the employees and his/her dependents.

SECTION 4: All employees covered by this agreement, who retire and are 55 years of age or older, and who have ten (10) years of service with the Town shall be given a lump sum payment of \$650.00 per year toward the costs of their health insurance. Retirees would be responsible for procuring their own insurance coverage. Employees must provide documentation that payment is for health insurance.

SECTION 5: The parties to this Agreement shall not be held liable for any limits of any nature whatsoever imposed by the insurance carrier.

SECTION 6: All employees shall immediately notify the Comptroller's Office of any change in dependency or marital status that would affect the cost of coverage under this Article. Annually, all employees shall provide an up-to-date list of persons to be covered. Failure to notify the Comptroller's Office of the change in marital or dependency status will require the employee to repay the Town for any increase of premiums.

ARTICLE 14 - LEAVE OF ABSENCE WITH PAY

SECTION 1: VACATION

A. Vacations with pay will be granted employees pursuant to the following:

1 year of continuous service - 1 week
2 years of continuous service - 2 weeks + 1 day
7 years of continuous service - 2 weeks + 3 days
10 years of continuous service - 3 weeks

13 years of continuous service - 3 weeks + 4 days
15 years of continuous service - 4 weeks
20 years of continuous service - 4 weeks + 3 days
25 years of continuous service - 5 weeks

Note: First year employees may be granted a second week of vacation without pay at the direction of the Highway Superintendent.

B. Vacation time will be granted by the Highway superintendent only at such times as the work the Department will permit. To insure fairness to each employee, a vacation schedule shall be established with an employee's length of continuous service in the employ of the Town as the criterion for vacation preference. This seniority preference will be granted only at the time when vacation schedules are prepared.

C. Vacation shall expire at the end of the calendar year. Carry-over time into the next succeeding calendar year only shall be allowed for a period of week to employees who, after ten (10) years of service, submit in writing a request therefore at the time vacation schedules are prepared and posted.

D. If a paid holiday, as herein delineated, falls within an employee's vacation period, and the employee would have been given the holiday(s) were he not on vacation, such day(s) may be added to the number of paid vacation days previously granted to the employee.

E. One year of employment shall be measured by 26 consecutive pay periods. Vacation credits may be used in such units of time as the Highway Superintendent may approve, but shall not require that vacation credits be used in units greater than one hour.

F. An employee's absence from work for more than sixty (60) consecutive calendar days will result in a proration of the employee's vacation benefit for the following year. The vacation benefit will be prorated in the following year in accordance with the amount of time the employee is absent from work beyond the initial sixty (60) calendar days. (For example, if any employee is absent for eight months, he/she will lose fifty (50) percent of her/his vacation benefit for the following year).

SECTION 2: SICK LEAVE

A. Six (6) sick leave days shall be credited to each employee on January 1st of each year. No credit for sick leave shall be granted to a new employee until he/she has completed three (3) months of consecutive service and unless he/she has been working on a full-time status for at least fifty percent (50%) of the working days in the calendar month. Fifty percent of the working days in the calendar month shall not include the days during which sick leave is being used by the employee. Once a new employee qualifies for sick leave, he/she shall be credited with a pro rata amount for the remainder of that calendar year, and then be credited with the six (6) sick leave days on January 1

following their date of hire, and each January 1st thereafter.

B. Sick leave days shall not be accumulated. At the end of each calendar year, all employees shall be paid for all unused sick leave for that year. Such payment shall be by separate check in the first pay period of the new calendar year.

C. A certificate showing incapacity and inability of the employee to perform his duties, issued by the attending physician, shall be filed with the Highway Superintendent in case of absences of more than three (3) consecutive work days and for sick leave taken immediately preceding or following vacation days or holidays. The Highway Superintendent may seek further verification of illness by an independent medical examination by a physician of the Highway Superintendent's choice, at such time and place as the Highway Superintendent shall designate. Such examination shall be at no cost to the employee, who shall, however, present himself for such examination when so directed and shall execute all authorization deemed necessary by the examining physician to make such examination and to obtain all medical and history data from the attending physician. If the employee fails to submit proof of illness when required to do so or the proof obtained does not, in the judgment of the examining physician, justify the employee's absence, such absence shall be considered time off without pay.

D. Upon return from sick leave of thirty (3) days or more, the employee shall submit to the Highway Superintendent a physician's statement, attesting to the employee's recovery and physical fitness to perform the duties of his assignment.

E. When sick leave credits have been exhausted, absence of the employee for illness may be charged against vacation leave credit at the option of the employee, but thereafter with pay. Whenever possible, requests for sick leave are to be made in written form, and approved by the Highway Superintendent, in advance of the date leave is to be taken.

F. Employees with five or more years of satisfactory service, may in the case of verified serious and protracted illness, receive additional sick leave with full pay. Such additional sick leave may be granted at the discretion of the Highway Superintendent and with the approval of the Supervisor and shall be up to one calendar month for the ten-to-fifteen year employees, and the maximum of three calendar months for the fifteen-or-more years employee. Employees may be given consideration for extended sick leave with full pay only during their tenure.

G. Accumulated sick leave credits may be used in such units of time as the Highway Superintendent may approve, but shall not require that sick leave credits be used in units greater than one hour for dental or medical treatment or consultation, legal consultation, subpoenaed court attendance, death or serious illness of a member of the employee's immediate family residing in the same household or affecting the employee's parents. Any time taken off, except as provided in this Article, shall be considered as time off without pay, unless the Highway Superintendent shall otherwise classify the same for good and exceptional cause.

H. Employees required to remain absent because of quarantine shall present a certificate issued by the attending physician or by the local health officer establishing the necessity thereof. Under these circumstances, they shall be granted sick leave or other leave credits if the Highway Superintendent is satisfied that the conditions warrant such action. Prior to the return to duty, a medical examination will be required indicating full release from such quarantine.

I. When absence is required under the provisions of these rules, the employee shall report same to the Highway Superintendent before 7:00 a.m. In case of failure to report within the time stated, unless for reasons satisfactory to the Highway Superintendent, the absence shall not be deducted from sick leave credits but shall be considered as time off without pay.

J. At any time, the Highway Superintendent, in his own reasonable discretion, exercised in relation to the employee's fitness for work assigned or to be assigned to him, including the return of the employee to work following any illness, may require the employee to submit himself for a physical examination by a physician designated by the Highway Superintendent, at no cost or charge therefore to the employee. The medical opinion thereby rendered, together with any opinion of the attending physician delivered to the Highway Superintendent shall be the primary basis for his determination of the employee's fitness to perform the assigned work. The failure of the employee to submit any medical reports or perform any of the obligations required of him under this Article shall preclude him from employment or the return to employment or the right to exercise any benefits accruing to him under this Article.

K. One day of sick leave in the following calendar year will be forfeited for each sixty (60) consecutive calendar days of absence from work, regardless of the reason for the absence.

SECTION 3: BEREAVEMENT LEAVE

In the event of death of one of the following members of an employee's family: parents, including foster or stepparents, grandparents, grandparents-in-law, mother-in-law, father-in-law, spouse, children, brother or sister of employee or spouse, the employee shall be granted time off with pay for three (3) days. One (1) day off with pay shall be granted for the death of an Aunt, Uncle, Niece, Nephew or First Cousin.

ARTICLE 15 - HEALTH AND SAFETY.

SECTION 1: The Town shall continue to make reasonable provision for the health and safety of its employees during the hours of their employment. The Town will provide an adequate number of suitable cots for the employees' use as and when such use is reasonable and proper; the cots will be located in the Highway Department garage in an existing room suitable for their intended use, but shall not be kept under lock and key. Employees shall not be paid while utilizing the cots except in a declared emergency. The Town agrees to provide statutory protective devices and other equipment necessary to

protect the employees from sickness and injury.

SECTION 2: All employees within the bargaining unit shall be covered under the provisions of the Workmen's Compensation Law and shall be entitled to the full amount of benefits granted thereunder, in addition to any other benefits provided for under the terms and conditions of this agreement, provided, however, that the employer shall, at all times, retain all of the rights and privileges afforded under the said Workmen's Compensation Law.

SECTION 3: The employer agrees that it will not create any unnecessary burden upon any employee that would be injurious to his/her health and agrees to follow the OSHA guidelines with regard to the restriction of work in extreme cold and/or heat temperatures.

ARTICLE 16 - JOB CLASSIFICATION AND WAGE SCALE

SECTION 1: The established job classifications for the Highway Department and the hourly wage scale for each such classification, commencing on the first day of each year, are as follows:

	<u>1998</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>
Foreman	15.72	16.19	16.64	17.10	17.57
MEO	15.07	15.52	15.95	16.39	16.84
Apprentice	14.07	14.52	14.95	15.39	15.84
MEO					

Mechanic

15.52

An Apprentice MEO shall be promoted to an MEO after completion of one (1) year of probationary service.

ARTICLE 17 - PROBATIONARY EMPLOYEES

SECTION 1: Each new employee shall be considered on probation for a period not to exceed one year. He shall not be entitled to a permanent appointment within the above time limits until the Highway Superintendent evaluates his performance and recommends to the Town Supervisor that his performance is satisfactory.

SECTION 2: It is agreed that any probationary employee can be discharged in the sole discretion of the Town, and he shall not have the right to seek relief pursuant to the Grievance and Arbitration Procedure of this agreement or pursuant to Article 19 of this agreement.

SECTION 3: It is further agreed that any employee hired after January 1, 1996 must obtain a commercial driver's license within one year (1) of the date of hire. In

the event that employee fails to obtain such license, he/she shall be terminated.

ARTICLE 18 - JOB SECURITY

All employees covered by this Agreement (except probationary employees), shall have the right to grieve any disciplinary action taken against him/her by processing a grievance in compliance with procedures as set forth in Article 20 - Grievance Procedure.

ARTICLE 19 - NEW YORK STATE DISABILITY INSURANCE

SECTION 1: New York state Disability Insurance will be provided by the Town of Cicero for each employee. The Town will pay the employee the first week of New York State Disability if the employee qualifies for said benefit, less any unused Sick Leave Days.

SECTION 2: When on Disability Leave, the Town will pay the employee the difference between the disability check and eighty-five percent (85%) of the employee's weekly gross pay less overtime for each pay period the employee remains on disability.

ARTICLE 20 - GRIEVANCE PROCEDURE

SECTION 1: The it is the intent of the parties hereto attempt to prevent grievances and to settle those that may occur fairly and promptly. Thus, it is agreed that there be time limits between the initiation of a grievance and the steps of the grievance procedure. Grievances not taken to the next step, or not answered within three time limits, will normally be considered settled on the basis of the last answer or of the last demand if the Town fails to give its answer within the time limits.

This grievance procedure shall apply to, in addition to other matters set forth in this article, all disciplinary action for incompetency or misconduct in lieu of procedures specified in Sections 75 and 76 of the Civil Service Law.

SECTION 2: A grievance is any dispute, controversy or difference between:

- A) The Town and the Association.
- B) The Town and the employees.
- C) The Town and the employees on any issue relative to or on account of the meaning and interpretation or application of this Agreement or any terms or provisions thereof.

SECTION 3: Grievances will be processed in the following manner and within the stated time limits.

STEP 1 - An aggrieved employee(s) may take up his grievance with the immediate supervisor within 14 work days after the occurrence of the alleged violation, or within 14 work days after the alleged violation first became known or should have become known to the employee involved. If the matter is not satisfactorily adjusted by the supervisor within five work days after presentation, the grievance shall be reduced to writing on forms provided by the Association and shall be presented within five work days to the Highway Superintendent.

STEP 2 - If the grievance is not settled within five work days following the submission to the Highway Superintendent, the aggrieved employee may, within five work days thereafter, request in writing that the matter be referred to a committee for mediation and possible settlement. The Committee shall consist of three representatives of the Town. The above mentioned committee shall meet within five work days after notice is given by either party to the other and shall render its decision within five work days of such meeting. The Committee, insofar as is possible, will conduct any conferences or deliberations under this article during non-working hours. In the event that it is necessary to hold conferences to deliberations during work hours, any employee serving on such committee will be compensated to a maximum of three days per month.

STEP 3 - (a) In the event the grievance is not settled, the aggrieved party may, with the approval of CSEA, Inc., within ten days, submit a grievance under this Agreement to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, by written notice to the Highway Superintendent.

(b) The selection of the arbitrator shall be accomplished under the Voluntary Labor Arbitration Rules of the American Arbitration Association or Federal Mediation and conciliation service.

(c) The decision of the arbitrator shall be final and binding upon all parties.

(d) The costs of the service of the arbitrator, including expenses, if any, will be borne equally by the Town and the Association.

SECTION 4: If a discharged or suspended employee is involved in a case of mediation and if the committee or the arbitrator decides that the employee was unfairly dealt with, said employee shall be immediately returned to service with all rights restored and paid for lost time.

SECTION 5: There shall be no lockouts or reduction of work pending the dispute and/or decision of said committee for mediation in any manner.

SECTION 6: In handling grievances hereunder, no employee or

representatives of the Association shall leave his job without permission of his department head, which permission, having due regard for operating requirements, shall not be unreasonably withheld. Such employee and/or Association representative shall be paid at their regular hourly rate for time necessarily spent during their regular work hours in fulfilling the procedures specified in this Article 21.

SECTION 7: If a party fails to file a grievance or appeal a decision within the specified time limits, the grievance shall be deemed to be discontinued, except that by mutual consent of both parties, any step of the grievance procedure may be waived and/or the time limits within each step extended.

SECTION 8:

a) The arbitrator shall render his award in writing setting forth findings of fact, reasoning and conclusions on the issues not later than 30 calendar days after the conclusion of the hearings, or if all hearings are waived, then 30 calendar days from the date statements and or proof were submitted to the arbitrator.

b) The award of the arbitrator shall be final and binding provided however that such decision is within the scope of the arbitrator's authority as described below:

1. The arbitrator shall not have the power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

2. His powers shall be limited to deciding whether the Town has violated, misinterpreted, or misapplied any of the terms of this Agreement. It is understood that any matter that is not specifically set forth in this Agreement shall not be subject to arbitration.

3. The arbitrator shall not consider any new allegation or charges which have not been presented in Steps 1, 2 and 3.

ARTICLE 21 - WATER COOLER

The Town will maintain an automatic water cooler in the Highway Garage.

ARTICLE 22 - JURY DUTY

Each employee shall be granted leave with full pay for the period necessary in order to perform Jury Duty. The daily rate per diem paid by the court for Jury Duty shall be transferred to the Town of Cicero.

ARTICLE 23 - SENIORITY

SECTION 1: Seniority shall be defined as an employee's length of continuous service with the Town of Cicero since the last date of hire.

SECTION 2: For the purpose of layoff, recall and vacation scheduling, seniority shall be the major factor.

SECTION 3: For those Town of Cicero employees who transfer into the Highway Department, their seniority shall apply only back to the date of transfer into the Department with regard to Section 2. Their Town seniority shall apply to earning accruals as outlined in the agreement.

SECTION 4: An employee's seniority shall be terminated by:

- (a) Discharge not followed reinstatement due to grievance procedure or other appeal;
- (b) Voluntary quit or resignation not rescinded prior to last day of employment;
- (c) Retirement (New York State Employees Retirement System Pension eligible);
- (d) Failure to return to work within fourteen (14) working days after receipt of notice of recall from layoff;
- (e) Failure to return to work within seven (7) working days following completion of a leave of absence.

ARTICLE 24 - LAYOFF AND RECALL

In case of job abolishment or reduction in the work force, the employees with the least amount of seniority shall be the first to be laid off. Employees shall be recalled reverse order of layoff. Employee shall be given a thirty (30) days notice by the employer prior to any layoff.

ARTICLE 25 - GENERAL CONSIDERATIONS

SECTION 1: - No Article or Section of this agreement shall be in any violation of Civil Service Law, the rules and regulations of the New York State Department of Civil Service, the rules and regulations of the Onondaga County Department of Personnel, or any other law, local or federal.

SECTION 2: - In the event any Article or Section of this agreement shall be determined by a court of competent jurisdiction to be null, void or unenforceable, such

decision shall not affect any other provisions of this agreement which shall continue in full force and effect.

ARTICLE 26

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law, or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 27 - VOLUNTEER SERVICE

Any person who is a fire chief may leave work when an emergency is in progress in his fire district. Any person on emergency call immediately preceding work hours, is to report directly to work upon the completion of his emergency duties. Written verification from his fire chief will be supplied to the Highway Superintendent within 24 hours if the employee is late to work that day.

ARTICLE 28 - LABOR MANAGEMENT COMMITTEE

SECTION 1: The Town and the CSEA agree to establish a joint Labor Management Committee for the purpose of providing communication and discussion for attempted resolution of employment problems between the Town and its employees.

SECTION 2: The Labor Management Committee shall consist of three (3) people selected by the Town and three (3) people selected by the CSEA. Meetings of the Committee will be held monthly or at other times mutually agreed to between the Committee members.

ARTICLE 29 - LENGTH OF AGREEMENT

SECTION 1: Neither party to this agreement shall make or attempt to make any alteration, change, modification or variation of any of the items expressly and specifically covered by this agreement without written mutual consent.

SECTION 2: This agreement shall be effective from January 1, 1998, and shall be terminated at the close of business on December 31, 2002.

ARTICLE 30 - FAMILY MEDICAL LEAVE

The family medical leave policy currently in effect for Town employees is hereby included in this Agreement.

ARTICLE 31 - INFORMATION

On the effective date of this Agreement, the Employer shall supply to the Town of Cicero Unit of the Onondaga County Local of CSEA, Inc., a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, membership status, insurance deductions and first date of employment. Such information shall hereafter be provided to said CSEA Unit within two weeks from date of request.

The Employer shall supply to the Town of Cicero Unit of the Onondaga County Local of CSEA, Inc., on a monthly basis the name, and work location and date of hire of all new employees.

TAYLOR LAW REQUIREMENT

Section 204-A

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OF BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

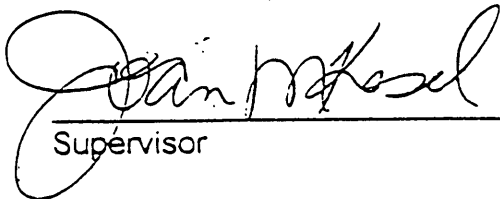
THIS AGREEMENT, made this 27th day of May, 1998,
between the TOWN OF CICERO, hereinafter referred to as the Town and the CIVIL
SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME/AFL-CIO, TOWN
OF CICERO HIGHWAY DEPARTMENT UNIT, ONONDAGA COUNTY LOCAL #834,
hereinafter referred to as the Association, in consideration of the mutual agreement
expressed herein, agree as follows:

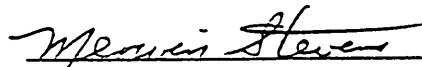
TOWN OF CICERO:

CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.

Date: 7-21-98

Date: 7/21/98


Supervisor


Field Representative

Date: 7-20-98

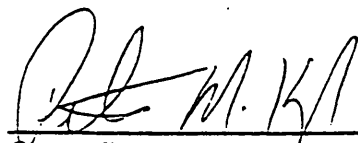
Date: _____

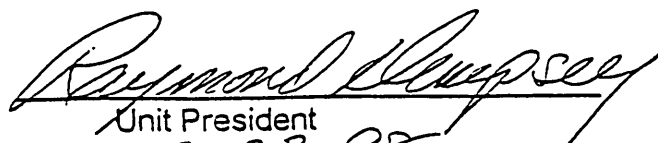

Highway Superintendent

CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC. LOCAL 1000, AFSCME AFL-CIO,
TOWN OF CICERO, HIGHWAY
DEPARTMENT, ONONDAGA COUNTY
LOCAL #834

Date: _____

Date: _____


Councilperson
Date: July 13, 1998


Unit President
Date: 7-23-98

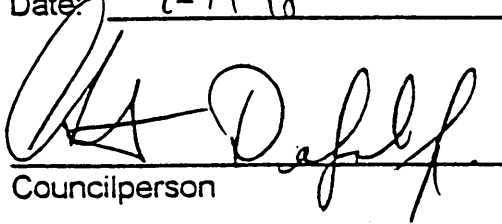


Councilperson



Councilperson

Date: 7-14-98



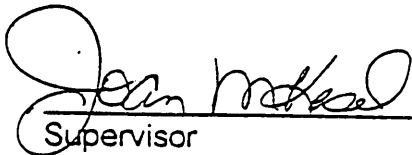
Councilperson

SIDE LETTER OF AGREEMENT

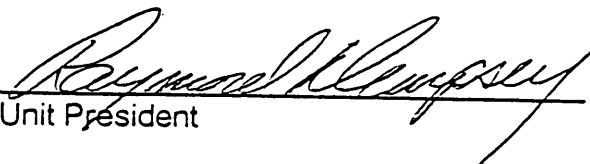
It is agreed between the Town of Cicero and the Town of Cicero Unit of the Onondaga County Local #834 of the Civil Service Employees Association, Inc., that no bargaining unit employee shall be required to clean or maintain restrooms.

TOWN OF CICERO

TOWN OF CICERO UNIT OF
ONONDAGA COUNTY LOCAL #834 OF
THE CSEA, INC.



Supervisor



Unit President

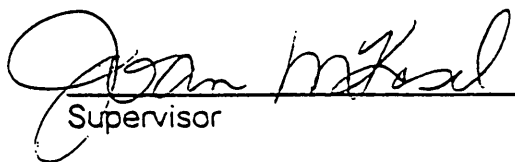
Dated: 7-21-98


SIDE LETTER OF AGREEMENT

Any employee who is asked and accepts work beyond the normal work day, shall be allowed a reasonable amount of time to use the Town Highway Department's telephone system for a local call (at no cost to the employee), for the purpose of notifying the employee's family that she/he is working overtime.

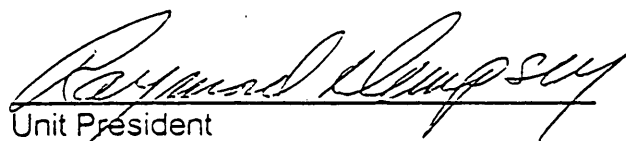
TOWN OF CICERO

- CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.


Supervisor


Field Representative

TOWN OF CICERO HIGHWAY UNIT
ONONDAGA COUNTY LOCAL #834,
CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.


Unit President

May 6, 1999

TO: Town Board
Richard Blackburn
~~Kathleen Burton~~
Kim Kominski

FROM: Joan M. Kesel *Qmk*

Please attach the following addendum to the current CSEA Highway Contract. The Cicero Town Board formally approved this addendum on April 12, 1999. Signature approvals from Merwin Stevens, LRS and Timothy J. Taylor, Unit President were received April 30, 1999.

JMK/lgl

cc: Rivizzigno

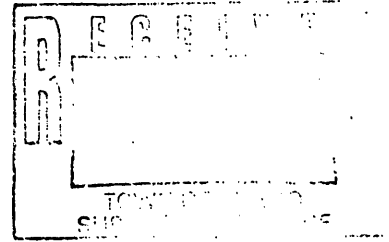
The Civil Service Employees Association, Inc.

CSEA, Local 1000 AFSCME, AFL-CIO
6595 Kirkville Road, East Syracuse, New York 13057
(315) 433-0050/FAX (315) 433-0915



JAMES J. MOORE, Regional President

May 3, 1999



Ms. Joan M. Kesel
Supervisor
Town of Cicero
P.O. Box 1517
Cicero, New York 13039-1517

Dear Joan:

Enclosed you will find a copy of the signed Alternate Duty Program that the Town and CSEA agreed to.

Please see that this is added to the contract.

If you have any questions, please contact me at the above address and telephone number.

Sincerely,

A handwritten signature in cursive script that reads "Merwin Stevens, Jr." The signature is written in dark ink and is positioned above the printed name.

Merwin Stevens
Labor Relations Specialist

MS/jlm

cc: T. Taylor



Town of Cicero Alternate Duty Program

Town of Cicero employee(s) who sustain Worker's Compensation disabilities shall receive the Worker's Compensation benefit provided by law. In the interest of returning employees to duty as soon as possible, the Town and CSEA agree to institute an Alternate Duty Program described herein:

This Program is designed to assist employees in returning to work prior to resumption of their full job duties and to enable management to utilize the capabilities of employees who would otherwise be unable to return to duty.

To qualify for alternate duty, an employee must meet the following criteria:

- 1) by classified as partially disabled at fifty percent (50%) or less by his/her physician;**
- 2) have a prognosis of full recovery (defined as the ability to perform the full duties of the job in which the employee was injured), within ninety (90) calendar days prior to the date of full recovery given by the examining physician.**

These medical findings may occur in the course of an examination by the Town's consulting physician or by the employee's attending physician or in connection with management's - ordered medical evaluation.

The employee who is directed by management to perform alternate duty shall be entitled to receive his/her regular full salary for the period of the alternate duty assignment and shall work the same hours. Employees who neither request nor are ordered to return to work, shall continue to receive their full benefits in accordance with the Worker's Compensation law.

An offer of alternate duty assignments to an employee shall include the following:

- A) description of proposed duties tailored to the employee's specific limitations and individual capabilities based on the medical documentation from attending physician;**
- B) location of the alternate duty assignment;**
- C) who his/her supervisor will be;**
- D) starting date (no earlier than ninety (90) days prior to the anticipated date of full recovery) and the ending date.**

Employees will be required to submit satisfactory medical documentation which should include the following:

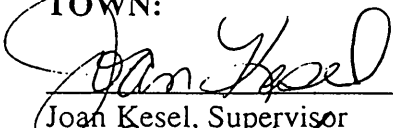
- 1) a brief statement of diagnosis;
- 2) it specifies the inclusive dates of disability covered by the doctor's note and the date or dates of treatment during the period covered;
- 3) it certifies that the employee is disabled from the performance of his/her job duties. In some cases (for example, partial disability), it should provide information on the kinds of job duties the employee is unable to perform;
- 4) it indicates the anticipated date to return to work;
- 5) it is signed by an appropriate medical practitioner.

Satisfactory medical documentation must be submitted to his/her Supervisor every thirty (30) days or as required by management.

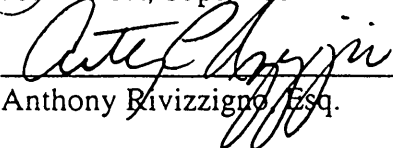
All medical documentation shall be treated confidentially and great care should be exercised to protect employees against the indiscriminate dissemination or use of the medical information it contains. However, management is entitled to have access to the medical information related to an employee's physical limitations to the extent it is necessary ¹ to evaluate the employee's ability to participate in the Alternate Duty Program and ² to develop an appropriate assignment. The Town reserves the right to have an employee examined by a physician selected by the Town at their expense and if, following this examination, the Town's physician does not find the employee fit to perform the alternate duty assignment, then the employee shall be placed back on Worker's Compensation for an appropriate benefit determination.

If an eligible employee believes that some element of the proposed alternate duty assignment constitutes a personal hardship, he/she may express the claim of hardship to the Town Supervisor or their designee. Such claim of hardship will be considered based upon medical documentation by the Town and shall be responded to in writing with a copy to CSEA, prior to the proposed beginning date of the alternate duty assignment. If at any time the Town or CSEA wish to modify, change or withdraw this Agreement, it must be done in writing and CSEA shall have the right to negotiate any change, modification or withdrawal. Both parties must give thirty (30) days notification of their intent.

TOWN:

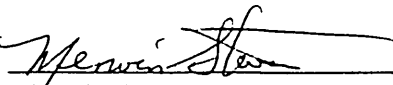

Joan Kesel, Supervisor

Dated

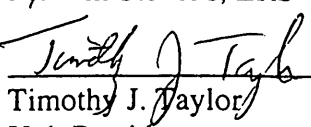

Anthony Rivizzigno, Esq.

4/12/99
Dated

CSEA:


Merwin Stevens, LRS

4/30/99
Dated


Timothy J. Taylor
Unit President

4/30/99
Dated